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Christle D. Moreno and Brent Edward Moreno
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June 29, 2026

Via Certified Mail, Return Receipt Requested

Bayshore Towers Condominium Owners Association
Bayshore Towers Board of Directors
28250 Canal Road
Orange Beach, Alabama 36561
Email: COA@BayshoreTowersOBA.com
Email: COABoard@BayshoreTowersOBA.com

c/o Management
Email: jmckinney@swanixbay.com

c/o Wallace E. Heck, Jr.
Email: wheck@heckind.com

Re: Formal Notice of Claim; Demand for Immediate Tender to Liability Carriers; Demand for Insurance Coverage Information; Bayshore Towers Condominium Owners Association; Unit 103; Board and Management Conduct

Board Members, Management, and Mr. Heck:

Please accept this correspondence as formal written notice of a claim arising from the acts, omissions, communications, threats, selective enforcement, failure to respond, and litigation-adjacent conduct of Bayshore Towers Condominium Owners Association, its Board of Directors, management, agents, representatives, attorneys, committees, board members, and any person or entity acting at the direction of or in concert with the Association.

This letter is intended to place Bayshore Towers Condominium Owners Association on formal notice of a claim and to require immediate tender to every potentially applicable liability insurance carrier.

This is not merely a preservation request. This is a demand that the matter be tendered.

The conduct at issue includes, but is not limited to, the Association's handling of Unit 103; repeated failure to include the Morenos on Unit 103 communications despite written directives

from the owners and tenants; threatened enforcement action concerning access credentials; threatened or proposed fines and invoices related to lease approval, lease term, or alleged lease violations; failure to provide a complete and specific basis for alleged deficiencies; failure to identify the exact governing provisions allegedly relied upon; failure to provide Condo Control submission history; failure to confirm withdrawal of all fines, invoices, collection efforts, referral activity, or lien activity; and the Association's continued refusal to meaningfully respond to the five written demands previously set forth in my March 27, 2026 correspondence.

The Association was renewedly placed on notice on June 28, 2026 that the March 27, 2026 demands remained outstanding and unanswered. The deadline of July 1, 2026 at 5:00 p.m. CST remains in place.

This matter is also now intertwined with broader pending and anticipated proceedings, including pending Baldwin County defamation litigation, subpoenas directed to the Association and Board, the Alabama Real Estate Commission complaint submitted for investigation, and the conduct of individuals connected to Bayshore Towers, including but not limited to Donna Davis, Gary Davis, Tony Kennon, Angie Lueckemeyer, Layne Lueckemeyer, the Stines, and others whose conduct may become relevant through discovery, subpoena practice, regulatory review, or civil litigation.

The Association should not assume this is merely an internal condominium dispute. The documented pattern, the refusal to respond, the selective communication, the threatened enforcement posture, the overlap between board conduct and outside actors, and the Association's apparent involvement in or tolerance of conduct directed at me and my husband create potential exposure for claims sounding in, among other things, breach of fiduciary duty, selective enforcement, abuse of process or improper enforcement procedure, civil conspiracy, defamation-related conduct, intimidation, harassment, interference, retaliation, negligence, negligent supervision, negligent retention, and violations of governing documents and applicable law.

Accordingly, Bayshore Towers Condominium Owners Association is hereby directed to immediately tender this matter to every potentially applicable insurer, including but not limited to:

1. Commercial general liability coverage;
2. Directors and officers liability coverage;
3. Community association liability coverage;
4. Management liability coverage;
5. Errors and omissions coverage for any management company, property manager, or association representative;
6. Fiduciary liability coverage;
7. Personal injury, advertising injury, defamation, libel, slander, or publication-related coverage;
8. Cyber, media, or communications-related coverage, if applicable;
9. Umbrella coverage;
10. Excess coverage;

11. Any policy covering board members, committee members, officers, managers, agents, employees, representatives, or volunteers;
12. Any other policy that may provide a defense, indemnity, reimbursement, or claim response for the conduct described herein.

No later than July 1, 2026 at 5:00 p.m. CST, please provide written confirmation that this matter has been tendered to all potentially applicable carriers. Within seven (7) days of receipt of this letter, please provide the following in writing:

1. Confirmation that this matter has been tendered to all potentially applicable insurers;
2. The date of tender to each carrier;
3. The name of each carrier;
4. The claim number assigned by each carrier;
5. The name, mailing address, email address, and telephone number for each assigned adjuster, claims representative, agent, broker, or carrier representative;
6. The policy number for each potentially applicable policy;
7. The effective dates for each policy;
8. The limits of liability for each policy;
9. The deductible, retention, or self-insured retention for each policy;
10. A copy of the declarations page for each applicable or potentially applicable policy;
11. A copy of any reservation of rights, coverage-position letter, denial letter, or other communication from any carrier concerning this claim;
12. Identification of any person or entity who contends the matter has not been, should not be, or will not be tendered, together with the factual and policy basis for that position.

If the Association contends that any policy is not applicable, that does not relieve the Association of its obligation to identify the policy, identify the carrier, and confirm whether the matter was tendered. Coverage positions belong to carriers. The Association, Board, management, or counsel should not unilaterally suppress, delay, or decline tender based on an internal assumption that coverage may not apply.

You are further instructed to preserve all documents, emails, text messages, board communications, management communications, attorney communications not subject to privilege, committee communications, Condo Control records, access-control records, lease-approval records, violation records, fine records, collection records, lien records, insurance policies, coverage communications, meeting minutes, recordings, notices, social-media communications, and communications with or concerning Donna Davis, Gary Davis, Tony Kennon, Angie Lueckemeyer, Layne Lueckemeyer, the Stines, Unit 103, Brent Moreno, and me.

Please direct all responses in writing. I am not requesting informal commentary, third-party messaging, social-media statements, phone calls, or back-channel communications.

Nothing in this correspondence should be interpreted as a complete statement of facts, claims, damages, parties, witnesses, exhibits, legal theories, or available remedies. This letter does not waive any claim, remedy, privilege, discovery right, subpoena right, regulatory right, insurance-

related right, or cause of action available to me, my husband, the Unit 103 owners, or any other affected person or entity.

Please govern yourselves accordingly.

A response is required.

Sincerely,

Christle (C.C.) Dixon Moreno
Brent Edward Moreno
Unit 103, Bayshore Towers